

EXHIBIT A

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

SUSAN SIDEMAN and MARK SIDEMAN, §

Plaintiffs, §

v. §

CIVIL NO. 5:17-CV-00023-OLG §

FARMERS GROUP, INC., a Nevada §
Corporation, §

Defendant. §

DECLARATION OF Cheryl Jordan-Herr

In accordance with the Federal Rules of Civil Procedure, I declare as follows:

1. I am a resident of ^{KANSAS CH} ~~California~~, and am over the age of eighteen. I have personal knowledge of the facts set forth below and, if called upon to testify as a witness, could testify competently thereto.

2. I am an authorized custodian of records for Farmers Group, Inc. As such, I have personal knowledge of the company's records of regularly conducted activities.

3. Attached to this declaration are three (3) pages of documents, labeled Exhibits A-1 and A-2. These are true and correct copies of documents maintained in the underwriting files for Mark and Susan Sideman. According to the file, the documents were sent to the Sidemans at their address of record on or about June 4, 2013.

I declare under penalty of perjury that the foregoing is true and correct. Executed this

12th day of May, 2017, at OLATHE KANSAS

Cheryl Jordan-Herr

Cheryl Jordan-Herr

EXHIBIT A-1

FARMERS NEXT GENERATION HOMEOWNERS POLICY

TEXAS FARMERS INSURANCE COMPANY, AUSTIN, TEXAS

A Reciprocal Company

DECLARATIONS**HOMEOWNERS****Replaces all prior Declarations, if any****TRANSACTION TYPE:** AMENDED DECLARATIONS EFF: 07/27/2013

Account number: W377114729

The Policy Period is effective as shown below and after the time for which applied.

POLICY NUMBER	POLICY PERIOD			POLICY EDITION
	FROM:	TO:	STANDARD TIME	
96912-19-03	07-27-2013	07-27-2014	12:01 A.M.	01

ISSUING OFFICE:

P.O. BOX 149044

AUSTIN, TX 78714

This policy will continue for successive policy periods, if: (1) we elect to continue this insurance, and (2) if you pay the renewal premium for each successive policy period as required by our rates, rules, forms and premium plans then in effect.

NAMED INSURED AND MAILING ADDRESS:

SUSAN SIDEMAN AND MARK SIDEMAN

LOCATION OR DESCRIPTION OF RESIDENCE PREMISES:

(Same as mailing address unless otherwise stated.)

1776 NACOGDOCHES RD

SAN ANTONIO TX 78209-2737

COVERAGES - We insure you for the coverages and limits indicated as covered by a specific limit or other notation. Those Section I - Extensions of Coverage and Section II - Liability Extensions of Coverage that are not shown below apply as described in the policy.

SECTION I - PROPERTY				SECTION II - LIABILITY	
A - DWELLING	B - SEPARATE STRUCTURES	C - PERSONAL PROPERTY	D - LOSS OF USE	E - PERSONAL LIABILITY	F - MEDICAL PAYMENTS TO OTHERS
\$435,000	\$43,500	\$326,250	\$174,000	Each Occurrence \$500,000	Each Person \$5,000
SECTION I - EXTENSIONS OF COVERAGE				SECTION II - LIABILITY EXTENSIONS OF COVERAGE	
EXTENDED REPLACEMENT COST - COVERAGE A	CONTENTS REPLACEMENT COST - COVERAGE C	BUILDING ORDINANCE OR LAW	IDENTITY FRAUD COVERAGE	PERSONAL INJURY	LOSS ASSESSMENT
\$108,750	COVERED	10%	\$30,000	COVERED	NOT COVERED
					ANNUAL PREMIUM
					\$2,461.18

ENDORSEMENTS

ENDORSEMENT NUMBER	EDITION NUMBER	DESCRIPTION
J6254	2ED	INCREASED SPECIAL LIMITS ON CERTAIN PERSONAL PROPERTY
J6260	2ED	RESIDENCE GLASS - WAIVER OF DEDUCTIBLE ENDORSEMENT
J6898	1ED	ENDORSEMENT AMENDING GENERAL CONDITIONS
TX184	1ED	EXCLUSION OF MARRING OF METAL ROOF MATERIALS

DISCOUNTS

AUTO/HOME, NON SMOKER, AND CLAIM FREE DISCOUNTS HAVE BEEN APPLIED TO YOUR POLICY.

DEDUCTIBLES

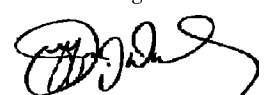
POLICY ACTIVITY Do not pay - invoice sent separately

Deductible Clause 1 - Windstorm or Hailstorm	\$2,175	\$ NONE	Previous Balance
Deductible Clause 2 - Tropical Cyclone	\$2,175	2,461.18	Premium
Deductible Clause 3 - All Other Covered			Fees *
Loss or Damage	\$1,000		Payments or Credits
		\$ NONE	Total *
		INSURED PAYS	
		* SEE ADDITIONAL FEE INFORMATION BELOW	

ANY "TOTAL" BALANCE OR CREDIT \$7.00 OR LESS WILL BE APPLIED TO YOUR NEXT BILLING. BALANCES OVER \$7.00 ARE DUE UPON RECEIPT.

This Declarations page is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy.

Countersignature



Authorized Representative

AGENT: MICHAEL J. WOODS**AGENT PHONE:** (210) 822-1560 **AGENT NUMBER:** 19 47 339

56-5564 3RD EDITION 10-11 96912-19-03

(Continued on the Reverse Side)

06-04-2013

C5564311

EXCLUSION OF MARRING OF METAL ROOF MATERIALS**TX184**
TEXAS
1st Edition

It is agreed that the policy is amended as follows:

I. DEFINITIONS

For purposes of this endorsement only:

Metal roof materials means and includes:

1. all metal roofing materials which are exposed to the weather, including those which extend above the surface of the roof, including by example but not limited to, all metal roof surfacings and vents, vent caps, turbines and piping;
2. the underlayments applied for moisture protection, whether metal or non-metal, for a metal roof; and
3. all flashings required in the replacement of any **metal roof materials**.

II. SECTION I - UNINSURED LOSS OR DAMAGE AND EXCLUDED CAUSES OF LOSS OR DAMAGE, A. Uninsured Types of Loss or Damage is amended as follows:

Item **14. Exceptions to Uninsured types of damage** is deleted in its entirety and is replaced with the following:

14. Exceptions to Uninsured types of damage.

However, we do insure:

6. Breakage, Impairment, Corruption or Failure of Covered Personal Property;

8. **Marring**; and

12. Movement, Settling, Cracking, Bulging, Shrinking, Heaving, Bending or Expanding;

which is directly caused by the following causes of loss, subject to the terms, conditions and limitations set forth in subsection B. Excluded Causes of Loss or Damage for any such cause of loss:

- a. fire or lightning;
- b. windstorm;
- c. hail, except **marring** of **metal roof materials**, other than where hail causes a distinct and demonstrable actual hole or opening in the **metal roof materials**, or that results in the failure of the **metal roof materials** to perform its intended function;
- d. smog, smudging or smoke (all only if sudden and accidental);
- e. explosion resulting from combustion (other than nuclear explosion);
- f. riot or civil commotion;
- g. **aircraft** or vehicles;
- h. theft;
- i. falling objects;
- j. fall of trees or limbs, including felling, topping or trimming of trees;
- k. weight of ice, snow or sleet which causes damage to personal property contained in a building; or
- l. artificially generated electric current;

and we do insure:

6. Breakage, Impairment, Corruption or Failure of Covered Personal Property; and

8. **Marring**;

which is directly caused by the following subsection B. Excluded Causes of Loss or Damage or by the following Extensions of Coverage, subject to the terms, conditions and limitations set forth for the cause of loss or the Extensions of Coverage: **vandalism or malicious mischief**; Limited Water Coverage; and Collapse of a Building Structure or Structural Part of the Building Structure.

Any exception to uninsured damage will not apply if it occurs in combination or in sequence with any existing or other uninsured type of damage.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all other terms and conditions of the policy.

EXHIBIT A-2

PROPERTY PERILS

Peril ("X" means that the policy includes this peril)	Next Gen	TFHP
Fire and lightning	X	X
Sudden and accidental damage from smoke	X	X
Windstorm, tropical cyclone and hail in TFHP Windstorm, tropical cyclone and hailstorm in Next Gen	X	X
Explosion	X	X
Aircraft and vehicles	X	X
Vandalism or malicious mischief	X	X
Riot and civil commotion	X	X
Theft	X	X
Sudden and accidental discharge, eruption, overflow, or release of water or steam	X	X
Objects falling from the weight of ice, snow, or sleet	X	X
Build-up of ice	X	X
Falling objects (including objects falling from the weight of ice, snow or sleet)	X	X
Fall of trees, limbs, including felling, topping, or trimming	X	X
Weight of ice, snow or sleet	X	X
Collapse of building or any structural part of building (excluding earth movement)	X	X
Breakage of glass that is part of the building, including glass in storm doors and storm windows. (Extension of coverage in the TFHP; referred to as breakage of glass which is part of the dwelling or separate structure.)	X	X
All other perils not listed and not excluded	X	

PROPERTY EXCLUSIONS

Coverage may not exist for a particular claim even if there is no exclusion. For example, the loss may not have been caused by a peril named in the policy, or the peril itself may limit coverage. Whether a claim is covered under a policy depends on a number of factors, including the facts of the loss event and all policy provisions. This chart summarizes some of the Property exclusions only and is not a detailed coverage guide.**

Property Exclusions (Uninsured Loss or Damage and Excluded Causes of Loss or Damage) ("X" means that the policy has this exclusion)	Next Gen	TFHP
Water Damage (Water, including flood, surface water, waves and tidal water)	X	X
Governmental action	X	X
Building laws	X	X
Destructive acts	X	X
Nuclear damage	X	X
Fungi	X	X
Settling, cracking, bulging, shrinkage, or expansion	X	X
Earth movement	X	X
Wear and tear, inherent vice, rust, deterioration, decay, rats, mice, vermin, termites, moths or other insects, contamination, neglect, improper maintenance, failure to make proper repairs, failure to make timely repairs	X	
Wear and tear, aging, rust, corrosion, deterioration or decay - only applies to windstorm, tropical cyclone, hail and collapse of building (windstorm, tropical cyclone and hailstorm in Next Gen)		X